

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE**

FILED

2010 OCT -6 P 3:07

CLERK OF THE
BANKRUPTCY COURT
DISTRICT OF NH.

In the Matter of Chapter 13 Filing for Bankruptcy

And Emergency Stay

For relief and to prevent immediate foreclosure proceedings and auction scheduled at
Petitioner's Residence on October 06, 2010 at 3:00 p.m ; and Petitioner Tanya Hathaway

Residing at:

23 Fortune Lane, Newbury, NH 03255

Social Security number: 049-60-3572

Attachments include:

Notice of foreclosure

List of creditors in matrix format

Certificate of Credit Counseling

Certificate of Service

Petitioner's contact information:

Mailing address: PO Box 643, Newbury, NH 03255

Contact Information: 603-738-3462 Email: hazelnut1@ymail.com

I hereby certify that accounts owed are currently being notified via U.S Regular Mail on

Today's date.

Respectfully Submitted,

Tanya Hathaway, Pro-Se

Dated: 10/06/10

KORDE & ASSOCIATES, P.C.

Counselors at Law
325 William Street, Suite 200
Charleston, Massachusetts 02804-4000
Attorneys Licensed in MA, NH, NY and RI

7140 3701 9847 0780 8871

SENDER'S RECORD

September 7, 2010

Tanya Hathaway-Mattos n/k/a Tanya Hathaway
PO Box 645
Newbury, NH 03255

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

Please reference our File #: 09-051180/ Hathaway-Mattos

NOTICE OF MORTGAGE FORECLOSURE SALE

RE: **Property Address: 23 Fortune Lane, Newbury, NH 03255**

Dear Sir/Madam:

Pursuant to New Hampshire Revised Statutes 479:25, as amended, enclosed is a copy of the Mortgagee's Notice of Sale of Real Estate.

The notice is provided to you because an examination of the record title shows you held an interest of record in the property thirty (30) days prior to the sale.

Our experience has shown us that you are likely to benefit if you allow qualified bidders at the foreclosure sale to enter and inspect the premises. This may result in a higher purchase price.

If you are willing to allow qualified bidders to enter and inspect the premises, please be present at the time of the foreclosure sale.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you (1) did not execute the Promissory Note relating to this mortgage; (2) are in bankruptcy; or (3) have been discharged in bankruptcy, this letter is for informational purposes only and is not intended as an attempt to collect a debt or an act to collect, assess or recover all or any portion of the debt from you personally.

Very truly yours,

HSBC Bank USA, N.A., as Indenture Trustee for the registered holders of the Renaissance Home Equity Loan Asset-Backed Certificates, Series 2005-1
Present holder of mortgage
By its Attorney,

Susan W. Cody
SWC/rl

Telephone (978) 256-1500 Fax (978) 256-7615
Website: www.kordeassoc.com

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Tanya Hathaway-Mattos n/k/a Tanya Hathaway** to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for FMI of New Hampshire, dated January 8, 2005 and recorded with the Merrimack County Registry of Deeds in Book 2971, Page 1059 of which mortgage HSBC Bank USA, N.A., as Indenture Trustee for the registered holders of the Renaissance Home Equity Loan Asset-Backed Certificates, Series 2005-1 is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **23 Fortune Lane, Newbury, NH** will be sold at a Public Auction at **3:00 PM on October 6, 2010**, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgage Premises.

~~A copy of the Mortgage may be examined by any interested person and any inquiries regarding the~~
A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C. at 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title see deed recorded with the Merrimack County Registry of Deeds in Book 2772, Page 874.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

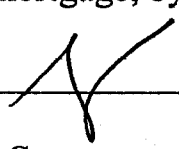
TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand and 00/100 Dollars (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on

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delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable (ii) bid upon the purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

HSBC Bank USA, N.A., as Indenture Trustee for the registered holders of the Renaissance Home Equity Loan Asset-Backed Certificates, Series 2005-1
present holder of said mortgage, by its Attorneys,



Susan W. Cody
Korde & Associates, P.C.
321 Billerica Road, Suite 210
Chelmsford, MA 01824-4100
(978) 256-1500

(BFB 09-051180 /Hathaway)(09-08-10, 09-15-10, 09-22-10)(256036)